BID NO.: 50-00103612

INVITATION TO BID
THIS IS NOT AN ORDER

JEFFERSON PARISH

PURCHASING DEPARTMENT P.O. BOX 9 GRETNA, LA. 70054-0009 504-364-2678 Page:

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B2012000068

BUYER: JLotz@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 6/26/2012 AND PUBLICLY OPENED THEREAFTER.

LATE BIDS WILL NOT BE ACCEPTED

Each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES DISQUALIFY BID.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. the Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. All formal Addenda require written acknowledgement by the bidder. Failure to acknowledge an Addendum shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive bidder in this event.

NOTE: A sample corporate resolution can be downloaded from our website www.purchasing.jeffparish.net or you may provide your own document.

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

- **E. RESPONSE TO INVITATION:** If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.
- **F. POSTING OF BIDS:** Bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA and will remain posted until close of respective bids..

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

VENDORS WILL BE REQUIRED TO SUBMIT AN E-VERIFY AFFIDAVIT WITH ALL BIDS UNLESS OTHERWISE SPECIFIED.. In accordance with applicable laws, vendors contracting with Jefferson Parish must submit an affidavit attesting to their participation in a status verfication system to ensure that all employees in the state of LA are legal citizens or legal aliens of the United States.

AFFIDAVIT MUST BE SUBMITTED WITHIN 10 DAYS OF BID OPENING. FAILURE TO COMPLY WILL RESULT IN BID REJECTION. JEFFERSON PARISH RESERVES THE RIGHT TO AWARD TO THE NEXT LOWEST RESPONSIVE BIDDER IN THIS EVENT.

IN ACCORDANCE WITH RECENT STATE LEGISLATION JEFFERSON PARISH IS NOW OFFERING ELECTRONIC PROCUREMENT TO ALL VENDORS

JEFFPro the current Electronic Procurement System, allows vendors the convenience of entering and submitting their pricing online. This is a secure site and authorized personnel have limited read access only.

Please follow the Purchasing Department link at purchasing.jeffparish.net to register and review Jefferson Parish solicitations.

BID NO.: 50-00103612 INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by following the Purchasing Department link at purchasing.jeffparish.net and clicking on Vendor Forms and Manuals.

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ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

3,4,5,6,8,9,10,11,12,15

- All bidders must attend the pre-bid conference; attendance is mandatory. Failure to attend will prohibit a company from turning in a bid.
- 2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
- Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.
- 4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the vendor comment section of the bid form. Failure to comply will cause the bid to be rejected.
- 5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
- 6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
- 7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
- 8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
- NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicted on the attached sheet. The current certificate of insurance must be submitted within 10 days of the bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive bidder in this event.

- 11. A bid bond will be required for this bid in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, money order, or surety bid bond.
- 12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations or warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
- 13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
- 14. PUBLIC WORKS BIDS Affidavits required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be signed, notarized and submitted within 10 days of the bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive bidder in this event.
- 15. NON PUBLIC WORK BIDS Original Affidavits required; Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be signed, notarized and submitted within 10 days of the bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive bidder in this event.
- 16. NON-ADVERTISED BIDS Each successful vendor will be required to submit one original E-Verify Affidavit (signed and notarized) to be kept on file in the Purchasing Department for use throughout the same year on future bids. The original affidavit must be provided to the Purchasing Department within 10 days of bid opening. Payment will not be made until the Purchasing Department receives the original affidavit.

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BID FORM
Non Public Works

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All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVER	Y DATE ON EQUIPME	ENT AND SUPPLIES				
LOUISIANA CO	ONTRACTOR'S L	.ICENSE NO.: (if app	ical	ole)	
FIRM NAME:				****		
ADDRESS:						
CITY, STATE:			ZIP:		·	
TELEPHONE: ()		FAX:	()	
EMAIL ADDRESS:				•	***************************************	-
during the term of the co	ontract, which may not e 12 month figure. The m must be made in writing ases made after the requ	xceed the U.S. Bureau lost recently published by the vendor, and the	of Labor I figure is	Stati	stics at the	son Parish will allow one escalation National Index for all Urban e time an adjustment is requested
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		TION PERCENTAGE RE		ΕD		%
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escalation percentage gi	parison of bids when an loted by the bidder to th the total bid price. It wil	n escalation provision in the period to which it is to be assumed for com-	is reques	ted, .	Jeffer bid	rson Parish will apply the maximum The initial price and the escalation ally, that an equal amount of material
In the event that addenda acknowledges receipt of entering date of receipt.	an addendum on the bid	d form by entering the	number	hat h	as he	an assigned to the addendum and
Acknowledge Receipt of	Addenda: NUMBER:			DAT	E:	
	NUMBER:			DATI	Ξ:	
	NUMBER:			DATI		
	NUMBER:					
TOTAL PRICE OF ALL	BID ITEMS: \$					
AUTHORIZED SIGNATURE:						
						Printed Name

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

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BID NO.: 50-00103612

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	24	МО	0010 Maintenance and Service Program for Environmental and Mechanical Systems for the John A Alario, Sr Event Center and Segnette Field Baseball Stadium		
			Provide a two year full coverage preventive and repair maintenance program for servicing all equipment and associated devices relating to the HVAC systems at the John A Alario, Sr. Event Center and Segnette Field Baseball Stadium. Vendor shall furnish all personnel, parts, materials, test equipment, tools, and services in accordance with attached specifications.		

HVAC SPECIFICATIONS / EQUIPMENT LISTING

TO PROVIDE A GUARANTEED MAINTENANCE AND SERVICE CONTRACT FOR ENVIRONMENTAL AND MECHANICAL SYSTEMS FOR THE JOHN A. ALARIO, SR. EVENT CENTER AND SEGNETTE FIELD BASEBALL STADIUM

Vendor shall provide a full coverage preventive and repair maintenance program for servicing all equipment and associated devices related to the HVAC systems of the Jefferson Parish John A. Alario, Sr. Event Center and Segnette Field Baseball Stadium. The HVAC systems shall be maintained in accordance with the manufacturer's recommendations and standard work practices of the trade, for heating, cooling, air handling, air filtration, and ventilating equipment, hereinafter sometimes referred to as "the air conditioning systems."

Vendor shall furnish all personnel, parts, materials, test equipment, tools, and services in accordance with the specifications contained herein.

Vendor must be a licensed contractor per LSA-R.S. 37:2150-2163 and furnish current license number with bid. Classification shall be Mechanical Contractors License including heating, air conditioning, ventilation, duct work and refrigeration. Services shall be performed by qualified, trained and certified personnel that are directly employed by the contractor. Vendor shall maintain during the duration of this contract; licensed certified and trained technicians capable of performing manufacturer's recommended maintenance and repairs on the equipment. The failure to maintain such requirements will be cause for termination of the contract. Technicians will be licensed and/or certified by EPA, ASHRAE, (American Society of Heating, Refrigeration and A/C Engineers), OSHA, etc., as required. The Vendor should have someone on staff, familiar with Federal regulations relating to the 1990 clean Air Act, EPA – DEQ's Indoor Air Quality, Building Related Illness, and Sick Building syndrome studies.

Technicians for Jefferson Parish will be trained, licensed and certified, and experienced with centrifugal chiller systems, cooling towers, computerized controls and systems. These technicians will be experienced with this type of plant equipment. A New Orleans Operating Engineers' Certification, 1st class or 2nd class Air Conditioning and/or Boilers will have added value. All Technicians must be computer literate, and understand the language used in all of the Jefferson Parish Plants.

All licenses, certifications, etc., described and held by prospective technicians, shall apply to both the Preventive maintenance and the Repair aspect of work described herein and shall remain current throughout the entire term of any agreement.

All work shall comply with the refrigerant recycling Requirements of Section 608 of the Clean Air Act 1990, as amended (CCA), including final regulations published on May 14, 1993 (58 FR 28660), and the prohibition on venting that became effective on July 1, 1992.

EQUIPMENT - MAINTENANCE SERVICE

<u>Equipment Included</u>: The Vendor is responsible for all equipment with exception of equipment listed in the "Equipment Not Included" section below. This contract covers not only the major

pieces of equipment but shall also include all appurtenant devices systems such as those listed below that are related to the Equipment.

Heating System

Pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, humidifiers, heat exchangers, etc.

Cooling System

Air conditioning compressors, evaporative condensers, air cooled condensers, pumps, water chillers, condenser coils, tube bundles, cabinetry, etc.

Air Handling System

Fans, motors, air filters, dampers, induction units, mixing boxes, fan coil units, etc.

Temperature Control System

Thermostats, thermostat covers, temperature sensors, temperature controls, pressure controls, relays, limit switches, and valves operators, damper motors, humidity controls, step switches, time clocks, contactors, controller, capacity controls, recorders, gauges, and air compressor (for pneumatic control system).

Miscellaneous Equipment

Direct expansion valves, thermometers, gauges, pump and fan motor drives, belts and refrigerant.

<u>Services Included:</u> The general services listed below shall apply to the systems and Equipment as described above:

Examine each piece of Equipment and device to see that it is functioning properly and is in good operational condition.

Clean all components of dust, old lubricants, etc. to allow the Equipment to function as designed.

Paint all Equipment as needed to prevent and protect against corrosion and deterioration.

Lubricate all Equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.

Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.

Calibrate all sensing, monitoring, output and safety devices for optimum efficiencies.

Repair the device by the addition of replacement parts, should the above maintenance not be adequate.

Replace the device should the above repair not be adequate.

Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.

Charge units with applicable refrigerant as required to maintain proper cooling.

<u>Equipment Not Included:</u> foundations, structural supports, water supply lines, steam supply lines, condensation lines, drains, ductwork, hot and chilled water distribution piping, plumbing and electrical power supply.

PARTS AND LABOR COVERAGE

Parts Replacement

All parts, components, or devices for the Equipment that are worn out or are not in proper operational condition shall be repaired, and/or replaced with new parts, components, or devices.

When Equipment or parts replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.

Contractor shall supply all repair and replacement parts, components and devices for the Equipment.

All miscellaneous parts and supplies necessary to maintain the Equipment (belt, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters, etc.) shall be supplied by Contractor.

Costs for all parts and supplies as described above shall be included as a part of the Full Coverage Preventative Maintenance and Repair Program.

Contractor shall be available, at no additional charge, for consultation relative to minor design and equipment changes, or modifications to automatic temperature control, and mechanic systems.

FILTER SERVICE

Air Filtration System: Pre-filters, frame filters, pouch filters and fan coil filters.

Filter frames shall be of the reusable type and shall be of a permanent rigid construction that shall permit the insertion of media pads, and may also allow the use of optional pads with different efficiencies, if needed.

Filter frames shall be sized to fill the entire cross section of the units to prevent "blow-by" and eliminate filter spaces in the system.

Replace all air filters monthly with proper size and density filters. Filters used shall be prepleated, 40% efficiency type, or as recommended by the equipment manufacturer for this

climate, demand/load, environment, and maintaining approved Indoor Air Quality, with a high degree of energy efficiency. Filter Services and filter material has been included with this Preventive Maintenance Agreement, and is based on monthly filter changes. In the event that monthly filter changes appear to be too frequent because of the buildings' environment, a reduced frequency of changes may be acceptable. The primary criteria in this case will be air flow-filtering efficiency, and electrical-utility efficiencies. However, in no case shall filter changes be less than 6 changes annually. Contractor will remove all old filters and debris from property, and broom-sweep/cleanup.

MAINTENANCE PROCEDURES AND RECORDS

Vendor shall utilize computer generated preventive maintenance directions, which indicate task functions to be performed on each scheduled service call, as determined by calendar periods, operating hours, (runtime), manufacturer's recommendations and historical data bank, as pertinent to each task.

As work is due, vendor shall issue, to his mechanic on the job, the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.

Vendor's administration system shall provide for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the onsite material inventory level and preventive maintenance frequencies.

PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE CALLS

Scheduling Preventive Maintenance: Vendor shall, within thirty (30) days after signing the contract, prepare and submit a practical schedule showing the order in which the vendor proposes to carry out the preventive maintenance duties as well as the dates on which the Bidder will start the work. The vendor will, at the beginning of each month, schedule set-days for scheduled preventive maintenance. Vendor will notify the Department, which buildings/facilities will be inspected/maintained for each week of each month and the resulting schedule will thus become mandatory for that particular month. Should vendor find that it is impossible to maintain the designated/scheduled days; the Property Manager/Department Representative will be notified immediately.

Preventive maintenance is to be performed on all equipment in accordance with Manufacturer's recommendations and specifications. Each Preventive Maintenance Service shall include inspection of all HVAC equipment. Vendor shall ensure that equipment is providing an efficient, satisfactory operation and temperature comfort zone. Preventive Maintenance Services shall in no case be less frequent than once each month. Annually, the indoor and outdoor coils and base panels are to cleaned and maintained for efficient operation. Decorative front panels as well as complete cabinets are to be cleaned during this annual equipment maintenance.

The successful respondent shall notify Department when equipment, devices, systems, or components are not in proper working order or when they may have an adverse impact on the operational performance and ability of the system to provide optimum cooling and heating, and/or efficiencies.

The heating system equipment shall be inspected and checked before the beginning of the season for required heating. Clean burner orifices, passages, nozzles, combustion chambers, pilot, and/or igniter, before the heating season. The successful respondent shall contact the Property Maintenance Department/Department Representative prior to system cleaning and testing to schedule for fire safety assurance purposes.

Vendor shall provide emergency service on an as required basis. Emergency service shall be considered any call in addition to the scheduled preventive maintenance calls.

This emergency service shall be provided as often as needed, on a 24-hour basis, weekends and holidays included.

Vendor shall respond to an emergency situation within two (2) hours.

Emergency service response system shall be a professionally manned telephone answering service. Automatic telephone answering/recording machines or home telephone numbers are not acceptable.

Repairs to critical equipment shall be expedited as much as possible to minimize downtime. Delays caused by price shopping for parts or longer than necessary delivery because of lower cost of a part to Vendor is unacceptable.

RESPONSE TIME

<u>Service call response time, Non-Emergency:</u> The Vendor's routine response time, in the event of a breakdown or malfunction that is not considered an emergency, shall not exceed four (4) hours from notification. Repair(s) shall be accomplished between the hours of 7:30 am and 4:30 pm, unless otherwise directed by the Department.

Emergency Response: The Vendor shall respond promptly to the troubled site/location, not to exceed two (2) hours from initial telephone contact. Emergencies are declared by the Department when the occupants' health and safety, equipment operation, or building safety is in jeopardy. If the public and employee presence in the building is effected to the degree that would require possible closing of the facility/building that will also be considered an emergency. Failure to make prompt necessary repairs shall be grounds for immediate cancellation of this contract. It shall be understood that the vendor is to be capable of providing qualified personnel for service repairs and will be subject to call-out on short notice at any time, on any day of the week, for the duration of this contract, regardless of weather conditions.

<u>Authorized Emergency Callers – After Normal Working Hours:</u> Emergency calls may only be requested by those individuals authorized and identified in writing: Alario Center Managers or their designees.

Vendor shall provide the name and contact number for that person within its organization that is responsible for emergency calls. In addition to the Vendor's contact person, contractor shall include the name and contact number of someone within the Company's management

structure. This additional number is not to be used unless there is a failure to respond to the emergency call, or if respondent has not arrived at the troubled location, within a reasonable time.

Upon completion of any services, inspections, or repairs, the technician shall leave with the Department representative a detailed service ticket including the following:

- 1. The name of the facility.
- The make, model, and serial number of the unit served.
- 3. A description of the work performed, and the dates that work was performed.
- Signature of the Department representative and service technician.
- Itemized list of all parts and material used, including manufacturer's part numbers and quantities of each.
- 6. Number of labor hours on site (ticket should include arrival and departure time).

The Department reserves the right to inspect the conditions of all parts, (old and new) equipment, and workmanship prior to, during, or after repair-work, and prior to the approval of all invoices for payment.

Copy of Work Ticket with Invoice

A copy of each maintenance report shall be provided with invoices sent for payment. The report shall show all pieces of equipment serviced on each visit, and what procedures were completed at the visit. When all tasks are completed, it must be signed by the Department representative. A copy of this maintenance report will be left at the location, and a copy will be sent to the Property Manager/Department Representative by the Vendor.

Vendor should maintain a repair record of each incident and/or repair call-out service. The record shall show the nature of the call, repairs made, materials used, the number of technicians and the labor hours for each.

Vendor shall be required to coordinate his work schedule with Department's operation schedules in order to minimize work time losses and equipment down time.

Payments:

Payments shall be made through standard purchase requisitions upon receiving the Vendor's invoice for all repair work completed and accepted in accordance with Jefferson Parish procedures. Invoice must contain the following information: The facility/site (one invoice per facility/site) and the work completed. Vendor shall not combine invoices and facilities/sites.

Liquidated Damages:

Failure to respond: If the contractor fails to respond to the site/location with a qualified serviceman within four (4) hours from receiving the complaint, (two (2) hours for emergencies) the Department shall withhold for each one (1) hour period, including the initial period thereof, the sum of \$50.00 from the next/succeeding month's billing for failure to report in a timely fashion to a request for HVAC service.

If the HVAC equipment remains out of service for a period in excess of twenty-four (24) hours due to negligence or failure to comply with the provisions of these specifications, or should the contractor fail to report with a qualified serviceman within the specified time, the Department may withhold, for each twenty-four (24) hour period, beginning with the initial time period, the sum of \$100.00 from the next/succeeding month's billing for each failure to report in a timely manner to a request for services. Liquidated damages shall not exceed the Vendor's monthly billing for total monthly Preventive Maintenance Services.

Service calls must be completed within twenty-four (24) hours after receipt of notification of breakdown. The twenty-four (24) hour requirement may be extended by the Department if extenuating circumstances prevail. Extensions may be granted on a case-by-case basis. Contractor must document causes of delay, etc., and show proof that all reasonable efforts have been made to restore equipment to normal operation.

SERVICE PERFORMANCE GUARANTEES

A representative of Jefferson Parish may review, at any time, the services provided and reports submitted, to verify that the preventive maintenance is being properly and adequately performed. Any lack of maintenance services will be submitted to Vendor in writing for correction.

For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure on Vendor's part to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

GENERAL

All personnel furnished shall require the approval of Jefferson Parish representative based on their training, experience, qualifications, certification and ability to perform the required service and maintenance for all Equipment in an efficient manner. Failure to provide such personnel in the required numbers shall be considered sufficient reason to terminate the agreement.

All work shall be performed in a workmanlike manner. Materials and workmanship shall be subject to Jefferson Parish inspection and approval.

Work areas shall be maintained in an orderly manner and all trash picked up and hauled away as the work completed.

Vendor shall not be responsible for the identification or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered; contractor's sole obligation will be to notify Jefferson Parish of the existence of such products or materials. Vendor shall have the right thereafter to suspend its work until such products or material and the resultant hazards are removed.

Cleaning of ductwork is not to be included as part of this work specification.

All equipment and all work performed shall comply with the requirements of the Occupational Safety and Health Administration, United States – Department of Labor.

Jefferson Parish shall furnish drinking water, sanitary facilities, and electrical requirements at existing available sources.

SECURITY - LIMITED ACCESS

The HVAC maintenance work will be performed at the John A. Alario, Sr. Event Center and Segnette Field Baseball Stadium. Access to and from the sites will be safeguarded as follows:

All vendors must sign in at the Alario Center office upon arrival and departure.

All vendors must inform Alario Center administration upon arrival with the nature of the visit.

All vendors' personnel working on this contract shall possess an identification badge with photograph, the company name, and the individual's name. Each identification badge shall be worn in a conspicuous area of the individuals' shirt front (e.g. left side pocket).

The vendor's employees may use public restroom facilities for personal use only, provided they help maintain cleanliness. The cleaning of equipment or tools in lavatories or any misuse of any kind in the restroom facilities will not be tolerated. Any damages incurred by vendor personnel shall remain the sole responsibility of the vendor.

The Vendor must consider the security and integrity of the Departments before, during, and after daily preventive maintenance and/or repair. The successful respondent shall prevent access by the public to materials, tools, ladder, equipment, etc. during the course of this contract. Tools, equipment, materials, and miscellaneous supplies are the responsibility of the Contractor, and must be protected and secured at all times, to the satisfaction of the Department.

The Vendor's maintenance work that will be performed shall normally be scheduled Monday through Friday, between the hours of 7:30 am and 4:30 pm. Circumstance however, may dictate other days and hours.

PERMITS & LICENSES

The vendor shall obtain any and all permits required by the Jefferson Parish Department of Inspection and Code Enforcement, the State of Louisiana, and/or the Federal Jurisdictions. The Vendor shall be responsible for the payment of these permits. The Vendor shall conform to regulations of all public agencies, including the specific requirements of the City, Parish, State, and Federal Jurisdictions. All permits must be obtained prior to the start of the contracted service.

All licenses, and permits required by the Parish, State, and Federal Jurisdictions, including the Jefferson Parish Department of Inspection and Code Enforcement shall be kept current. The Contractor shall also be responsible for payment of these permits, licenses, certifications, etc.

CLEANING AREA AND SAFETY:

This section applies on a daily basis as well as upon completion of the contract. Job site must be clean and free of all litter and debris. Passageways must be kept clean and free of wrappings, rubbish, materials, equipment, and debris at all times. Inflammable materials must be removed from the job site daily. Inflammable materials storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare and safety of the general public, the employees of Jefferson Parish, Jefferson Parish officials, and their property. Trash and debris shall be cleaned-up and removed daily.

RESTORATION OF BUILDING AND/OR ROOF:

Should any cutting, patching, alteration, addition or repairs to existing structure, wall, floor, ceiling, roof, or part of the building be required for this project, the contractor shall consult with the Department prior to this work, and shall restore the alteration to its original condition, with the same type material, finish, and workmanship. If roof penetrations are involved, extreme caution should be exercised to not void the roof warranty. Vendor must notify the Property Manager/Department Representative prior to roof cutting, patching, etc. All project debris shall be responsibility of the Vendor and shall be placed in the appropriate dumpsters and/or hauled away by the Vendor. The Department dumpsters are not to be used by the Vendor for construction debris.

SITE RESTORATION:

All job sites including building interiors and exteriors shall be restored to pre-construction condition.

Period of Agreement

The term of any contract shall be for <u>two</u> years commencing on (or about) <u>October 1, 2012</u>, or date of execution, and shall expire on <u>September 30, 2014</u> or on date immediately preceding the anniversary thereof.

Location

The location where service is to be performed is <u>John A. Alario, Sr. Event Center - 2000</u>
<u>Segnette Blvd., Westwego, LA 70094 and Segnette Field Baseball Stadium - 2002</u>
<u>Segnette Blvd., Westwego, LA 70094</u>

List for John A. Alario Sr. Event Center and Segnette Baseball Field for the Preventive Maintenance Contract

The John A. Alario Sr. Event Center 2000 Segnette Blvd. Westwego, Louisiana 70094

MFG: McQuay (20 Tons)

Package Unit One Model # rps020csa Serial # 37j0078300

Package Unit Two MFG: McQuay (40 Tons) Model # rps040cla Serial # 37j0078400

Package Unit Three MFG: McQuay (100 Tons) Model # alp100c Serial # 57e8138501

Package Unit Four MFG: McQuay (60 Tons) Model # rps060csa Serial # 37j0048602

Package Unit Five MFG: McQuay (60 Tons) Model # rps060csa Serial # 37j0048902

Package Unit Six MFG: McQuay (40 Tons) Model # rps036cly Serial # 37j0048700

Package Unit Seven MFG: McQuay (40 Tons) Model # rps018csy Serial # 37j0078500

Package Unit Eight (40 Tons) MFG: McQuay (40 Tons) Model # rps036cla Serial # 37j0048800

Split System: MFG: Trane Model # mccb014uaoboub Serial # k06f80769

Boiler (Two Tanks) MFG: Lochinvar Model # cwn0495pm Serial # k973609

Chiller System:

Chiller 1

Mfg: Carrier (40 Tons) Model: 38AH-084-621JA Serial: 4107Q08931

Chiller 2

Mfg: Carrier (40 TONS) Model: 38AH-084-621JA Serial: 4107Q08928

Boiler System:

Hot water boiler 1 Mfg: Ventura (23 Blr hp)

Model: 80v125 Serial: 0909128134

Hot water boiler 2

Mfg: PK Thermific (25 Blr HP)

Model: N1000

Hot water pump 1 Mfg: Baldor (3 HP)

Hot water pump 2 Mfg: Baldor (3 HP)

Air Handlers:

AHU 1

Model: 39MN50CL2102422SXQ MFG: Carrier (25 HP motor and drive)

Serial: 4507U34280

AHU 2

Model: 39MN50CL2102422SXQ MFG: Carrier (25 HP motor and drive)

Serial: 4507U34280

Package Units:

Package unit 1 Munters

Model: HCUC8040AAD

Serial: FBB0000DNCS00CA00

Segnette Field Baseball Stadium 2002 Segnette Blvd. Westwego, Louisiana 70094 Split System One MFG: York (3 Tons) * Concession Stand

Window Units (2) Model and serial N/A

- * Press Box
- * Coaches office

Kitchen Equipment:

Refrigerators:

Cold Zone Model # cz6s3a Serial # wo6l310809 HTP Model # hta2687ba serial # wo6f34463106018 HTP Model # hta2687ba serial # wo6f34463106017 HTP Model # hte2660bd serial # wo6e33943014013 Manitowoc Ice Machine Model # sy1804a3.263 Serial # 110138594 Rheem Rudd Universal Boiler — Serial # URNGO806G00548 Model # G100-250A-8

Campaign Contribution AFFIDAVIT

STATE OF
PARISH/COUNTY OF
BEFORE ME, the undersigned authority, personally came and appeared:
he/she is the fully authorized of
(Entity), the party who submitted a
Proposal/Contract/Bid/RFP/SOQ No (the Matter), to the Parish of Jefferson.
(Choose one of the following):
each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly. Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly. Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.
Signature of Affiant
SWORN AND SUBSCRIBED TO BEFORE ME
ON THE DAY OF, 20
Notary Public

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
 - (1) An affidavit attesting:
 - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
 - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
 - (2) An affidavit attesting to:
 - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
 - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
 - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
 - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

- the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.
- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Updated: 2.20.12

Employment Status VerificationAFFIDAVIT

STATE OF	
PARISH/COUNTY OF	
BEFORE ME, the undersig	gned authority, personally came and appeared,
	, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized	of
(Entity), the party who submitted	a Proposal/Contract/Bid/RFP/SOQ No,
to Jefferson Parish. (Choose one o	of the following):
Affiant further said:	
(1) Entity is registered and employees in the State of aliens.	participates in a status verification system to verify that all of Louisiana are legal citizens of the United States or are legal
(2) Entity shall continue, do system to verify the legal	uring the term of the contract, to utilize a status verification al status of all new employees in the State of Louisiana.
(3) Entity shall require all s verifying compliance w	subcontractors to submit to the Entity a sworn affidavit ith statements (1) and (2).
Affiant further said that employees in the State of	neither Entity nor subcontractors of Entity have any of Louisiana.
	Signature of Affiant
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS, 20_	
NOTARY PUBLIC	

Updated: 2/17/2012 LA-RS § 38:2212.10(2011) Code of Ord., Jeff. Parish, LA § 2-890

Bid no. 50-103612
Non-Collusion AFFIDAVIT STATE OF PARISH/COUNTY OF
BEFORE ME, the undersigned authority, personally came and appeared,
he/she is the fully authorized of
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No,
to Jefferson Parish.
Affiant further said:
(1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.
Signature of Affiant

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____, 20____.

NOTARY PUBLIC

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647 (replaces 105529 and 105530)

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 113646 or No. 113647.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible be borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.